

**FOR COUNTY USE ONLY**

County of San Bernardino

**F A S****STANDARD CONTRACT**

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		<b>SC</b>		Dept.	<b>A</b>	Contract Number	
County Department <b>Human Resources</b>					Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative <b>Douglas Moreno</b>					Telephone <b>(909) 387-5558</b>		Total Contract Amount <b>\$75,000</b>	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date <b>7/22/03</b>		Contract End Date <b>6/30/05</b>		Original Amount	
							Amendment Amount	
Fund <b>AAA</b>	Dept. <b>HRD</b>	Organization <b>6000</b>	Appr. <b>200</b>	Obj/Rev Source <b>2400</b>	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name <b>Psychological Services</b>				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
Contract Type – 2(h)								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Susan Saxe-Clifford, PhD.Hereinafter called Contractor

Address

16530 Ventura Blvd., Suite 203Encino, CA 91436

Telephone

(818) 788-8005

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This agreement is entered into as of this 29<sup>th</sup> day of July 2003 between Susan Saxe-Clifford, PhD. (Contractor) and the County of San Bernardino (County).

**RECITALS**

WHEREAS, The County of San Bernardino desires to designate vendor of choice to provide psychological services to all COUNTY departments, AND

WHEREAS, the COUNTY conducted a competitive process to find vendors able to provide the necessary services, AND

WHEREAS, Susan Saxe-Clifford, PhD. has been evaluated by a committee consisting of user departments and by the County Purchasing Department (hereinafter referred to as PURCHASING) and determined to have the necessary skills to provide services under the terms and conditions provided herein,

NOW, THEREFORE, the COUNTY designates Susan Saxe-Clifford, PhD. as a vendor to provide psychological services as follows:

## Description of Service

1. Examinations and recommendations must be consistent with the California Commission on Peace Officer Standards and Training (POST) guidelines.
2. Pursuant to the POST guidelines, the Contractor shall include the following in the pre-arming or pre-employment psychological examinations: Administration and interpretation of the Minnesota Multiphasic Personality Inventory, Sixteen Personality Factor Questionnaire, Law Enforcement Sentence Completion Form, Shipley-Hartford Institute of Living Scale, Wide Range Achievement Test- Revised, Autobiography, and Applicant Information Form; and interview with applicant. Objective tests will be scored mechanically. Other tests and processes may be used if agreed to by County in writing.
3. A verbal report of the psychological evaluation shall be given to the department within one working day after clinical interview. A written report shall be mailed by Contractor within five working days after clinical interview. The written report shall include a clear recommendation to hire or not hire and a description of factors relevant to the recommendation. The report shall be in a form acceptable to the County.
4. The psychological testing and interviews shall be conducted at Contractor's San Bernardino Office, unless otherwise agreed to by County. Testing and interviews shall be conducted in a timely manner, generally no more than 8 working days from date request is received by Contractor. Contractor agrees to make arrangements as necessary to complete testing of applicants to meet hiring deadlines.
5. County has sole discretion of any applicable appeal procedures for pre-employment psychological examinations. Contractor shall test an applicant once per position. Contractor shall not examine an applicant twice for purposes of an appeal, nor be paid for reevaluation, upon request of either applicant or County. Nothing in this section prohibits contractor from testing applicant for a different position, or due to a reapplication to the position through the regular Civil Service Process. Any exceptions to this provision must be approved by County.
6. Pre-arming, or pre-employment psychological examinations shall be conducted by Susan Saxe-Clifford, Ph.D., Cathy Goodman, Ph.D., or Ira Grossman, Ph.D. No other person shall conduct pre-arming, or pre-employment examinations pursuant to this contract unless the person meets POST guidelines and is previously approved in writing by County.
7. All records related to pre-arming, or pre-employment examinations shall be maintained by Contractor indefinitely and only destroyed at the request of the County. County agrees to periodically review its records with Contractor to determine which ones can be destroyed, such as applicants never hired and employees that have retired from County service.
8. Contractor shall be paid \$319 per pre-arming or pre-employment psychological examination, not to exceed \$75,000 per year. Said fee includes all costs, including but not limited to, test administration, report preparation, mileage, and time.
9. Contractor shall not test any applicant for which there may be a conflict of interest, or perceived conflict of interest. Contractor shall have duty to report any possible conflict of interest to County.

## GENERAL COUNTY CONTRACT TERMS AND CONDITIONS

### Representation of the County

In the performance of the Contract, VENDOR, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

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#### Vendor Primary Contact

The VENDOR will designate an individual to serve as the primary point of contact for the Contract. VENDOR or designee must respond to COUNTY inquiries within two- (2) business days. VENDOR shall not change the primary contact without written acknowledgement to the COUNTY.

#### Change of Address

VENDOR shall notify the COUNTY in writing, of any change in mailing address within ten (10) business days of the change.

#### Subcontracting

VENDOR agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the COUNTY. Any subcontractor shall be subject to the same terms and conditions as VENDOR. VENDOR shall be fully responsible for the performance and payments of any subcontractor's contract.

#### Contract Assignability

Without the prior written consent of the COUNTY, the Contract is not assignable by VENDOR either in whole or in part.

#### Contract Amendments

VENDOR agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the required persons.

#### Termination for Convenience

The COUNTY for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar day's written notice. Payment will be made to the VENDOR for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of a termination notice VENDOR shall promptly discontinue services unless the notice, directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section IV INDEMNIFICATION AND INSURANCE REQUIREMENTS.

#### Venue

The venue of any action or claim brought by any party to the Contract will be the Central District Court of San Bernardino COUNTY. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino COUNTY.

#### Jury Trial Waiver

VENDOR and COUNTY hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either VENDOR against COUNTY or COUNTY against VENDOR on any matter arising out of, or in any way connected with, this Contract, the relationship of VENDOR and COUNTY, or any claim of injury or damage, or the

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enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

#### Licenses and Permits

VENDOR shall ensure that it has all necessary licenses and permits required by Federal, State, COUNTY and municipal laws, ordinances, rules and regulations. The VENDOR shall maintain these licenses and permits in effect for the duration of the Contract. VENDOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Contract.

#### Labor Laws

VENDOR shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; Workers' Compensation; payment of wages. If applicable, the CONTRATOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.

#### Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, the VENDOR shall notify the COUNTY within one- (1) working day, in writing and by telephone.

#### Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Vendor or officer or employee of the Vendor.

#### Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the COUNTY determines that VENDOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, the VENDOR may be terminated from the RFP process or in the event an Contract has been awarded, the Contract may be immediately terminated.

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In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

#### Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

#### Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten-(10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six- (6) months.

#### Invoices

Invoices will be submitted to the Human Resources Department two (2) times per month reflecting service periods of the 1st through the 15th, and the 16th through the 31st for each month. Cost for services will be paid according to the agreed upon amounts as noted on Attachment A and B of this agreement.

The invoice format shall be subject to approval by the Human Resources Department.

- At a minimum the invoice shall clearly reflect the service date, applicants name, invoice number and statement period.
- Invoice detail sheets shall accompany each invoice, and is subject to approval by the Human Resource's Department.
- Invoices will not be authorized for payment until received with accurate and complete information and in the format prescribed by the Human Resource's Department.
- The Contractor understands that the County has contracted with other contractors for similar services provided under this Contract. Contractor further acknowledges that no work is implied or guaranteed under this Contract.

#### Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to the Contract shall be considered property of the COUNTY upon payment for services. All such items shall be delivered to COUNTY at the completion of work under the Contract, subject to the requirements of Section III -Termination for Convenience. Unless otherwise directed by County, Vendor may retain copies of such items.

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### Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

### Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

### **Indemnification:**

1. Contractor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, and agents.
2. County shall defend, indemnify and hold Contractor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees, and agents.
3. In the event that Contractor or County is found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the Contractor and/or County shall indemnify the other to the extent of its comparative fault.

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4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so long as the event upon which such claim of action is predicted shall have occurred prior to the effective date of any such termination or completion.

**Insurance:**

Without in any way affecting the indemnity herein provided and in addition thereto the Contractor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.
2. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.
3. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
5. **Additional Named Insured** – All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
6. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
8. **Proof of Coverage** – Contractor shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
9. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the

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Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonable priced available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**Status of Parties:**

1. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Contractor and County but is rather an Agreement by and between independent contractors.
2. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

**Modification:**

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

**Severability:**

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

**Alternative Dispute Resolution:**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**Term and Termination:**

This Agreement shall be effective July 1, 2003 through June 30, 2005. The County reserves the right to negotiate an extension of the agreement for one additional year, solely within its discretion. This Agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. The Human Resources Department is authorized to initiate the termination on behalf of the County.

**Notices:**

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

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County of San Bernardino  
Human Resources Department  
Classification Section  
Attn: Douglas Moreno, Section Manager  
157 West Fifth Street, 1<sup>st</sup> Floor  
San Bernardino, CA 92415-0440

Susan Saxe-Clifford, PhD.  
16530 Ventura Blvd., Suite 203  
Encino, CA 91436

**Entire Agreement:**

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

**Authorization**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

COUNTY OF SAN BERNARDINO

Susan Saxe-Clifford, PhD.

*(Print or type name of corporation, company, contractor, etc.)*

►  
Dennis Hansberger, Chairman, Board of Supervisors

By: ►  
*(Authorized signature - sign in blue ink)*

Dated: \_\_\_\_\_

Name: Susan Saxe-Clifford  
*(Print or type name of person signing contract)*

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Title: President  
*(Print or Type)*

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
*Deputy*

Address: 16530 Ventura Blvd., Suite 203  
Encino, CA 91436

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

►  
County Counsel

►

►  
Aurelio W. De La Torre, Purchasing  
Director

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Date\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

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**PRICING –PSYCHOLOGICAL SERVICES**

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Cost of services**A. Pre-arming psychological screening \$319.00.**

Charge per evaluation.

**B. Pre-employment psychological evaluation \$319.00.**

Charge per evaluation.

**C. Test scoring, interpretation and preparation for interview for applicants later dropped from the process. \$119.00**

Charge per occurrence.

**D. No-show or late cancellation of appointment (less than 48 hours). Fee includes test scoring, interpretation and preparation for interview, as well as interview time. \$250.00**

Charge per occurrence.

**E. Per hour fee for testimony, research, analysis, and any additional consultation of follow-up services requested by the County. \$250.00**

As requested